AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract I	8		}
2. Amendment/Modification No.	3. Effective Date	4. Requisition/Purchase Rec			o. (If applicable)	
P00014	2002FEB25	SEE SCHEDULE				
6. Issued By	Code W56HZV	7. Administered By (If other	than Item 6)		Code	S2305A
TACOM SFAE-GCS-W-BCTP		DCMA DETROIT U.S. ARMY TANK-AUTO	MOTIVE AND			
TODD E. THOMAS, MAJ (810)753-2106		ARMAMENTS COMMAND (TACOM)				
WARREN, MICHIGAN 48397-5000		BLDG 231 ATTN: DCMDE-GJD WARREN, MI 48397-5000				
HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: THOMAST@TACOM.ARMY.MIL		·				
8. Name And Address Of Contractor (No., Stre	SCD A	PAS NONE ADP PT SC1012  9A. Amendment Of Solicitation No.				
o. Name And Address Of Contractor (No., Sire	1 Zip Code)	A. Amendment Of Solicitation No.				
GM GDLS DEFENSE GROUP L.L.C.		OP D 4 1/C 14 11)				
14920 TWENTY-THREE MILE ROAD SHELBY TOWNSHIP, MI 48315		9B. Dated (See Item 11)				
, , , , , , , , , , , , , , , , , , , ,	X	10A. Modification Of Contract/Order No.				
		DAAE07-00-D-M051				
TYPE BUSINESS: Large Business Perfo		10B. Dated (See Item 13)				
Code <sup>1NLE2</sup> Facility Code		2000NOV16				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers						
is extended, is not extended.						
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  (a) By completing items 8 and 15, and returning copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the						
offer submitted; or (c) By separate letter or	telegram which includes a	reference to the solicitation as	nd amendment n	umbers. FAILU	RE OF YOUR	
ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such						
change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the						
opening hour and date specified.  12. Accounting And Appropriation Data (If rec	mired)					
NO CHANGE TO OBLIGATION DATA						
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS						
KIND MOD CODE: G  It Modifies The Contract/Order No. As Described In Item 14.						
A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.			The Changes Set Forth In Item 14 Are Made In			
B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).						
X C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: FAR 52.243-1						
D. Other (Specify type of modification and authority)						
E. IMPORTANT: Contractor is not, is required to sign this document and return copies to the Issuing Office.						
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)						
SEE SECOND PAGE FOR DESCRIPTION						
Contract Expiration Date: 2008SEP30						
Except as provided herein, all terms and conditand effect.	tions of the document refer	renced in item 9A or 10A, as h	eretofore chang	ed, remains unch	anged and in fu	ll force
15A. Name And Title Of Signer (Type or print)	16A. Name And Title	Of Contracting	Officer (Type or	print)		
		MAJ W PETERMANN PETERMAW@TACOM.A	RMY.MTT, (586)5	753-2074		
15B. Contractor/Offeror	15C. Date Signed	16B. United States Of			16C. Date Si	gned
(Signature of person authorized to sign)	-	By(Signature	/SIGNED/ of Contracting (	Officer)	2002	FEB25
NCN 7540 01 152 9070	ı	20 105 02		STANDADD EC	DM 20 (DEW 1	0.02\

# **CONTINUATION SHEET**

### Reference No. of Document Being Continued

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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

#### SECTION A - SUPPLEMENTAL INFORMATION

This bi-lateral modification to contract DAAE07-00-D-M051, P00014, to replace Attachment 5 (Government Furnished Equipment and Assciated Supports Items Of Equipment) in its entirety with Attachment 5.1 (Government Furnished Equipment and ASIOE). Pursuant to Clause I.73 of the requirements Clause entitled, "Changes-Fixed Price", FAR 52.243-1, August 1987, the USG requires the contractor to submit a proposal for an equatable adjustment on vehicle price for the following changes from ATCH 5.0 to 5.1:

PIIN/SIIN DAAE07-00-D-M051

- A. The following summarizes the no cost changes between Attachment 5.0 and 5.1:
  - (1) Added three columns: Government Furnished Material, shipping locations, and National Stock Numbers
  - (2) Defined GFM in the Definitions and Assumptions section of Attachment 5
  - (3) Added Note 6 which reads, "National Stock Number (NSN) refers to "B' Kit components only"
- (4) Deleted pages 3-15 in Attachment 5 and replaced with Tab A (Configuration Per Vehicle Variant), Tab B (Weapons), and Tab C (NBCRV Sensor Suite).
- B. This further defines the USG's and contractor's responsibility as it pertains to Attachment 5 and related hardware issues and equitable adjustments on the following hardware : SINCGAR Tray Mounts (MT-6352); EPLRS URO Bracket; DVE Bracket; FHMUX Tray Mounts (MK-2863); Bearing, Sleeve (P/N 12340310); Panel, Armament Assembly (P/N 2460206); and Ring, Turret Lock (P/N 12340298).
  - (1) The USG is responsible to provide the following under the terms and conditions of the contract:
- a. SINCGAR Tray Mounts (MT-6352). USG will provide trays for production for the first 769 vehicles. The JV will quote a firm fixed price proposal to provide trays for the balance of the program.
- b. DVE Bracket. The USG will provide the entire production quantity. The contractor will provide an equitable adjustment proposal for any hardware costs the contractor had priced to interface the Bradley bracket for the IAV.
- (2) The contractor is responsible to provide the following under the terms and conditions of the contract, albeit to facilitate the production schdule, the government will procure initial quantities with consideration from the contractor through a equitable downward vehicle price adjustment:
- a. EPLRS URO Bracket Mount (NSN 5340-01-386-7841). As an interim solution, the USG will procure the first 775 mounts needed for production. The contractor is responsible for the remaining production quantitiy. As consideration for the USG providing the bracket mount, the contractor agrees to an equitable reduction in vehicle price.
- b. FHMUX Tray Mount (MK 2863). The USG will procure the first 120 mounts needed for production. The contractor is responsible for the remaining production quantity. As consideration for the USG providing the mount, the contractor agrees to an equitable reduction in vehicle price.
- c. Bearing, Sleeve (P/N 12340310). The USG will procure the first 158 Sleeve Bearings for the RV and FSV configurations needed for the Cupola assembly. The contractor is responsible for the remaining production quantity. As consideration, the contractor agrees to an equitable reduction in vehicle price.
- d. Panel, Armament Assembly (P/N 2460206). This item is referred to as the "A-Frame". The USG will purchase the first 158 Panel Armament Assembly needed for production. The contractor is responsible for the remaining production quantity. As consideration, the contractor agrees to an equitable reduction in vehicle price.
- e. Ring, Turret Lock (P/N 12340298). The USG will procure the first 158 sets of Ring, Turret Locks (consists of 3 pieces) for the RV and FSV configurations needed for production. The contractor is responsible for the remaining production quantity. As consideration for the USG providing the initall quantity, the contractor agrees to an equitable reduction in vehicle price.
- C. Contractor will submit a Proposal for an equitable adjustment for paragraph's 1B.(2)a. thru 1B.(2)e. of this modification for minimum downward adjustment of \$189,781.00.
- 2. All other terms and conditions remain unchanged.

# **CONTINUATION SHEET**

### Reference No. of Document Being Continued

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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

SECTION I - CONTRACT CLAUSES

<u>Status</u> Regulatory Cite <u>Title</u> <u>Date</u>

I-1 CHANGED 252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES SEP/1999

(a) <u>Definition</u>.

Arms, ammunition, and explosives (AA&E), as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NATIONAL SENSITIVITY/
NOMENCLATURE STOCK NUMBER CATEGORY

See Attachment 5.1, TAB B See Attachment 5.1, TAB B See Attachment 5.1, TAB B

- (c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.
- (d) The Contractor shall allow representatives of the Defense Investigative Service (DIS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.
- (e) The Contractor shall notify the cognizant DIS field office of any subcontract involving AA&E within 10 days after award of the subcontract.
  - (f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier--
    - (1) For the development, production, manufacture, or purchase of AA&E, or
    - (2) When AA&E will be provided to the subcontractor as Government-furnished property.
- (g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

(End of clause)